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## RESOLUTION

(Ocean)

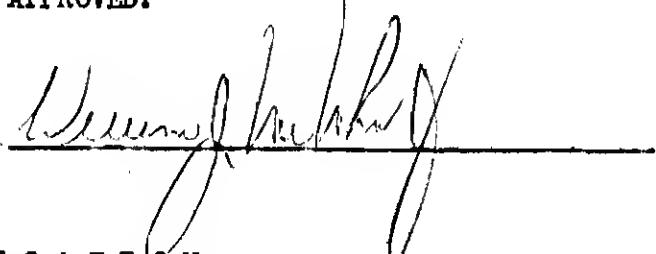
1975

RESOLVED, that the Borough of Beachwood enter into agreement with the Beachwood Police Benevolent Association Local #253, which seid agreement shall be substantially in the form of the agreement attached hereto, for the purpose of defining conditions of employment applicable to the members of the Beachwood Police Benevolent Association Local #253 and to promote and improve employer-employee relationships.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the Borough of Beachwood be, and they are hereby, authorized to execute said agreement on behalf of the Borough of Beachwood and to affix the seal of the Borough thereto.

AND BE IT FURTHER RESOLVED, that a copy of said agreement, certified as a true copy, be filed by the Borough Clerk with the New Jersey Public Employment Relations Commission.

APPROVED:



## CERTIFICATION

I do hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Borough Council of the Borough of Beachwood in the County of Ocean and State of New Jersey held on the 16th day of April 1975, a quorum of said Borough Council being present and voting thereon.

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Labor Relations

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Eleanore L. Symington, Borough Clerk

RUTGERS UNIVERSITY

THIS AGREEMENT made this 16th day of April, 1975

BY AND BETWEEN: THE BOROUGH OF BEACHWOOD, a  
municipality in the County of Ocean, State  
of New Jersey,

hereinafter called the "employer",

AND: THE BEACHWOOD POLICE BENEVOLENT  
ASSOCIATION LOCAL #253,

hereinafter called the "association".

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto  
to promote and improve the harmonious and economic relations  
between the employer and its employees and to establish a basic  
understanding relative to rates of pay, hours of work, and other  
conditions of employment consistent with the law and established  
practices not modified by this Agreement.

NOW, THEREFORE, in consideration of these promises and  
mutual covenants herein contained, the parties hereto agree with  
each other with respect to the employees of the employer recognized  
as being represented by the association as follows:

ARTICLE I: RECOGNITION AND SCOPE OF AGREEMENT

SECTION I: The Employer hereby recognizes the association as the sole and exclusive representative of all the employees of the bargaining unit as defined in Article I, Section II, herein, for the purposes of collective bargaining and all activities and processes relative thereto.

SECTION II: The bargaining unit shall consist of all the regular full-time police officers including sergeants of the Police Department of the Borough of Beachwood now employed or hereinafter employed except the Lieutenant and Chief of Police. Full-time police officers shall not include police officers who are within the probationary period.

SECTION III: This Agreement shall govern all wages, hours and other conditions of employment herein set forth.

SECTION IV: This Agreement shall be binding upon the parties hereto.

## ARTICLE II: COLLECTIVE BARGAINING PROCEDURE

SECTION I: Collective bargaining with respect to rates of pay, hours of work or other conditions of employment shall be conducted by the duly authorized bargaining agent of each of the parties. Unless otherwise designated, the Borough Council of the Borough of Beachwood or their designee and the President of the association, or his designees shall be the respective bargaining agents for the parties.

SECTION II: Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

SECTION III: Employees of the employer who may be designated by the association to participate in collective bargaining meetings called for the purposes of the negotiation of a collective bargaining agreement will be excused from their work assignments. This section shall be limited to two persons of the association.

ARTICLE III: CONDUCTING ASSOCIATION BUSINESS ON EMPLOYERS

TIME:

SECTION I: The employer shall permit members of the association Grievance Committee to conduct the business of the committee, which consists of conferring with the employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty policemen to bring the department to its proper effectiveness.

SECTION II: Negotiation session will be set during off-duty hours. Such participation shall be limited to two (2) members.

SECTION III: Employer agrees to grant the necessary time off without loss of pay to two (2) members of the association as delegates to attend the state convention of the New Jersey Policemen's Benevolent Association as provided under N.J.S.A. 11:26-C-4.

ARTICLE IV: DISCRIMINATION AND COERCION

SECTION I: There shall be no discrimination, interference or coercion by the employer or any of its agents against the employees represented by the association because of membership or activity in the association. The association shall not intimidate or coerce employees into membership. Neither the employer or association shall discriminate against any employee because of race, creed, color, national origin or political affiliation.

## ARTICLE V: SICK LEAVE

SECTION I: All permanent full-time employees covered by this Agreement shall be granted sick leave with pay on a twelve month (12) basis of fifteen (15) days. Said sick leave shall be accumulative from year to year. The employer may, at his discretion, require a doctor's certificate prior to payment for sick leave.

SECTION II: All accrued sick leave in excess of 150 days will be bought back by the employer at one-half the value.

ARTICLE VI: HOURS

SECTION I: The work day shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hour period except as otherwise mutually agreed to by the parties. Each work week shall consist of forty (40) hours and any time over that, the employee is entitled to pay at time and one-half.

## ARTICLE VII: OVERTIME

SECTION I: The employer agrees that compensation for overtime consisting of time and one-half shall be paid to all employees covered by the Agreement for hours worked in excess of the regular work week consisting of forty (40) hours.

SECTION II: Employees shall not be paid overtime for hours in excess of forty (40) hours unless said overtime was authorized by the Chief or Lieutenant.

SECTION III: In the event an employee is called onto duty other than his normal assignment for either municipal court appearance, grand jury appearance, or appearance in any court in the State of New Jersey, he shall be paid overtime at a rate of time and one-half for all time worked during such period. In no such case shall he be paid for less than two (2) hours, irrespective of time worked.

## ARTICLE VIII: VACATION

SECTION I: Each member of the association who has had the length of continued employment specified in the table following, shall be entitled to working time shown, as a vacation with pay at his regular rate of pay.

One through four years of service	12 working days
Five through nine years of service	15 working days
Ten through fourteen years of service	20 working days

SECTION II: Eligibility for vacation shall be computed as of the first day of the month in which hired.

SECTION III: Pay due during vacation period shall be paid in advance on the pay period preceding the date of vacation.

## ARTICLE IX: PERSONAL DAYS

SECTION I: Each employee shall be granted a maximum of three (3) days leave with pay per year. The aforementioned days shall not be charged against sick leave or vacation time.

Said personal days shall be non-accumulative and are subject to advance notice and approval by the officer in charge or department head. The employer reserves the right to grant any other leave of absence with or without pay. It is further understood that leave of absence with or without pay shall not be granted due to the requirements of a second job.

SECTION II: Each employee shall be granted a maximum of four (4) days bereavement with pay per year because of death in the immediate family. Immediate family shall include spouse, children, parents, mother-in-law, father-in-law, brother, sister, grandparents. Said days shall be given following the date of death.

ARTICLE X: HOLIDAYS

SECTION I; The following shall be recognized as holidays:

Legal Holidays shall be designated by Mayor and Council  
by Resolution.

ARTICLE XI: INSURANCE

SECTION I: The employer shall provide at no cost to the employee, health insurance coverage as described in general terms herein. As more specifically detailed in the master policies and contracts of Blue Cross and Blue Shield and shall include, but not be limited to:

- (a) hospital room and board and miscellaneous costs;
- (b) out-patient benefits;
- (c) lab fees, diagnostic expenses and therapy treatments;
- (d) maternity costs;
- (e) surgical costs;
- (f) major medical coverage;
- (g) Rider "J"

SECTION II: For each officer who remains in the employ of the employer for a full year, the employer shall make payments of insurance premiums on life insurance to provide life insurance coverage for a full twelve (12) month period at an amount three times the annual salary of said employee with the employer paying 50% of the premium charged for such coverage.

SECTION III: The employer will also provide what is commonly known as false arrest insurance with punitive damage coverage and separate principal coverage at no cost to the employee.

ARTICLE XII: CLOTHING ALLOWANCE

SECTION I: A clothing allowance in the amount of THREE HUNDRED THIRTY AND NO/100--(\$330.00)--DOLLARS per year shall be paid by the employer to all its permanent employees by two (2) payments of \$165.00 each. One payment on the first day of January of the calendar year and the other payment on the first day of July of the calendar year.

SECTION II: The Borough of Beachwood shall supply police uniforms and all accessories to the new officers.

Uniforms damaged while performing normal police duties, other than normal wear, shall be replaced by the employer upon receipt of the damaged uniform or equipment.

ARTICLE XIII: BULLETIN BOARD

SECTION I: The employer will provide a bulletin board in a conspicuous location in the police headquarters for the use of the association in posting notices concerning association business and activities. Said bulletin board shall be under the control of the association representative and all notices shall be approved by the superior officer.

## ARTICLE XIV: EDUCATION

SECTION I: Employer agrees to compensate employee \$10.00 per college credit for police related subjects leading to a bachelor degree in law enforcement. Tuition and books will be paid for by the employer. Payment of said credit shall be due and payable upon presentation of proof of successful completion of a "C" or better of said credit. Application for enrollment to a school or college must be made to the superior officer and approved by Mayor and Council. Mayor and Council retains the right to limit the number of employees to be enrolled.

## ARTICLE XV: GRIEVANCE PROCEDURE

SECTION I: A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditation and mutually satisfactory settlement of grievances, the procedure hereinafter set forth shall be followed:

SECTION II: When a member of the association wishes to present a grievance for itself or for an employee or group of employees for settlement, such grievance shall be presented as follows:

1. President of the association or his duly authorized and designated representative shall present and discuss the grievance or grievances orally with the Chief of Police or his duly designated representatives. The Chief of Police shall answer the grievance orally within 72 hours.

2. If the grievance is not resolved at (1) or if no answer has been received by the association within the time set forth in (1), the association shall present the grievance in writing in duplicate and furnish one copy to the Police Chief and the other to the Borough Clerk. This presentation shall set forth the position of the association, and at the request of either party, discussion may ensue. The Police Chief shall answer the grievance in writing within seventy-two (72) hours after receipt of the grievance setting forth the position of the employer.

3. If the grievance is not resolved in (2), or if no answer has been received by the association within the time set forth in (2),

the grievance may be presented in writing to the Mayor and Council. The final decision of the Mayor and Council shall be given to the association in writing within fourteen (14) days after receipt of the grievance by the Mayor and Council.

SECTION III: Nothing herein is intended to deny to the employee the right of appeal as expressly granted by New Jersey Statutes.

## ARTICLE XVI: SALARY

SECTION I: The annual basic salary for each of the classifications shown for period designed to be as follows:

<u>CLASSIFICATION</u>	<u>COMPENSATION**</u>
Police Officer, first-year	\$ 8,200.00 plus \$500.00 upon completion of the police academy
Police Officer, second-year	\$ 9,450.00
Police Officer, third-year	\$10,450.00
Police Officer, top salary	\$11,700.00
Sergeant	\$12,200.00
Detective*	

\*The officer designated as detective shall be paid at the category in accordance with the number of years of service and shall receive in addition thereto \$500.00.

\*\*As of January 1, 1974, all officers shall be placed at the next highest classification from the position they maintained during the year 1973. The purpose of this provision is to establish the anniversary date for all officers now employed for the purposes of wage classification as of January 1, 1974, and to establish January 1 as the anniversary date for all succeeding years. It is further understood and agreed as to any officers hired in the future, officers hired prior to July 1 shall be moved to the next succeeding classification as of the first of January 1. Officers appointed as of July 1 or thereafter shall be moved to the next succeeding classification as of the second January 1 reached.

SECTION II: The Chief of Police with the advice of the Mayor and Council may place new employees on the classification scale as they deem in the best interest of the community with credit being given for prior service.

SECTION III: Shift Commander will be compensated at the rate of \$200.00 per year payable at the end of the calendar year. Shift Commanders will be designated by the Chief and must serve for the entire year.

## ARTICLE XVII: LONGEVITY

SECTION I: Each employee shall be paid, in addition to his annual wage, a longevity increment based upon his years of continuous employment in the Police Department in accordance with the following schedule:

- (a) Upon first day of five (5) years of service, \$150.00 to be added to base salary;
- (b) Upon first day of ten (10) years of service, \$300.00 to be added to base salary;
- (c) Upon first day of fifteen (15) years of service, \$450.00 to be added to base salary;
- (d) Said increments shall be added to base pay and paid accordingly.

SECTION II: Each officer of the Police Department shall qualify for the longevity increment on the date of the anniversary of his employment and such increment shall be paid from and after such date.

ARTICLE XVIII: SAVINGS CLAUSE

SECTION I: It is understood and agreed that if any provisions of the Agreement or the application of this Agreement to any person or circumstances shall be held invalid, the remainder of the Agreement or the application of such provisions to other persons or circumstances shall not be effected thereby.

SECTION II: If any such provisions are so invalid, the employer and the association will meet for the purpose of negotiating changes made necessary by the applicable law.

ARTICLE XIX: SUSPENSION

SECTION I: It is agreed between the employer and association that if an officer is suspended for any action other than disciplinary violation, he shall continue to receive pay, perform those duties as prescribed by the Police Chief, until such time as there is disposition of the matter.

## ARTICLE XX: DURATION

SECTION I: This agreement shall be in effect as of January 1, 1975 to and including the 31st day of December 1975.

SECTION II: In the absence of written notice given at least thirty (30) days prior to the expiration date of either party to the other of intention to terminate, this agreement shall automatically be renewed for the period of another year, and from year to year thereafter until such time as thirty (30) days notice is given prior to the annual expiration date.

It is understood that if the PBA seeks a successor agreement commencing from January 1, 1976 that this agreement shall remain in full force until said agreement has been reached.

SECTION III: In the event such notice is given, negotiations shall begin not later than fifteen (15) days prior to the expiration date.

SECTION IV: Completeness of Agreement: This Agreement constitutes the entire collective bargaining agreement between the parties and settles for the term of this agreement all matters which were, or might have been, raised in all collective bargaining negotiations leading to the signing of this Agreement.

Nothing in this Agreement shall be construed to deny to the officer any rights which he has obtained prior to the date hereof and which may not have been incorporated into the terms hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and  
seals this 17<sup>th</sup> day of April, 1975.

THE BOROUGH OF BEACHWOOD

By: James J. Hart, Mayor

Attest:

Edward J. Thompson  
Borough Clerk

THE BEACHWOOD POLICE BENEVOLENT

ASSOCIATION LOCAL #253

By: William J. Hall, President

Attest:

James Holzapfel

Prepared by:

James W. Holzapfel, Esquire  
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/b